

DUBUQUE / TEAMSTERS #421 (MIXED) 06-08

AGREEMENT

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THE CITY OF DUBUQUE

PUBLIC EMPLOYMENT  
RELATIONS BOARD



AND



TEAMSTERS

GENERAL DRIVERS AND HELPERS UNION # 421

JULY 1, 2006 through JUNE 30, 2008

229

# TEAMSTERS LOCAL UNION CONTRACT

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## ARTICLE I

### RECOGNITION

The City recognizes the Teamsters Local Union No. 421, certified by the Public Employment Relations Board in Case #5709 and amended in Case Numbers #5615, 1597, 1290 and 439, as the exclusive bargaining representative for certain employees of the City of Dubuque. The following has been determined as the bargaining unit:

INCLUDED: Full-time employees in the following positions in the Airport and Operations and Maintenance Departments and Transit, Civic Center, Park, Recreation and Parking Divisions:

Laborer, Sanitation Laborer, Serviceworker, Utilityworker, Truck Driver, Equipment Operator I, Gardener, Maintenceworker, Parking Meter Serviceworker I, Park Ranger, Sanitation Driver, Transportation Clerk, Equipment Operator II, Stock Clerk, Mechanic, Forester, Foreman, Lead Mechanic, Line Serviceworker and Traffic Signal Technician II.

Part-time employees in the following positions in the Civic Center Division:

Laborer II (Housekeeping), Crew Leader

Part-time employees in the following position in the Parking Division:

Laborer

Seasonal, temporary or limited term employees who are employed over four consecutive months in a period of twelve consecutive months in the following positions in the Park and Recreation Divisions and Operations and Maintenance Department.

Laborer, Sanitation Driver, Truck Driver, Fee Collector

EXCLUDED: All non-bargaining unit, supervisory and confidential employees, all other temporary, seasonal or limited term employees and all other employees excluded by Section 4 of the Act.

## ARTICLE II

### **GENERAL CONDITIONS**

#### Public Employer Rights

Public employers shall have, when not in conflict with other provisions of this Agreement, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

- A. Direct the work of its public employees.
- B. Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency.
- C. Suspend or discharge public employees for proper cause.
- D. Relieve public employees from duties because of lack of work or for other legitimate reasons.
- E. Maintain the efficiency of governmental operations.
- F. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
- G. Take such actions as may be necessary to carry out the mission of the public employer.
- H. Initiate, prepare, certify and administer its budget.
- I. Exercise all powers and duties granted to the public employer by law.

## ARTICLE III

### **NO STRIKE CLAUSE**

It shall be unlawful for any public employee or any employee organization, directly or indirectly, to induce, instigate, encourage, authorize, ratify or participate in a strike against any public employer.

It shall be unlawful for any public employer to authorize, consent to or condone a strike; or to pay or agree to pay any public employee for any day in which the employee participates in a strike; or to pay any increase in compensation or benefits to any public employee in response to or as a result of any strike or any act which violates the first paragraph of this Article.

Any other provisions as stipulated in Public Employment Relations Act, Chapter 20, Code of Iowa shall be applicable.

#### ARTICLE IV

##### **UNION REPRESENTATIVES**

The Union shall provide the City with a list of representatives by name, position and area which each representative serves (if steward). Changes in this list shall be furnished to the City promptly. The City need not recognize any Union representative of whom it has not been informed.

When necessary to investigate a grievance, with knowledge and approval of the department manager, the Business Agent may meet with the employee, steward and/or shop committee member on the job site.

#### ARTICLE V

##### **UNION NEGOTIATING COMMITTEE**

Members of the negotiating committee shall be paid their regular rate of pay when they participate in negotiating meetings during their regular scheduled work day. The number of employees eligible for payment shall be limited to four (4). No payment shall be made to any employee when he/she negotiates outside of his/her regular work hours.

## ARTICLE VI

### NONDISCRIMINATION

There shall be no discrimination against any employee in the bargaining unit by either party to this Agreement because of mental or physical disability, age, sex, marital status, race, color, religion, national origin or political affiliation.

Complaints involving an allegation of discrimination may be filed with the appropriate agency but shall not be a proper subject for the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa.

## ARTICLE VII

### UNIFORMS

#### Section 1

Except as herein provided, upon completion of the employee's trial period, the City shall furnish each regular employee with the following articles of work clothing:

- Three (3) long sleeve shirts
- Three (3) short sleeve shirts
- Three (3) trousers
- One (1) summer jacket
- One (1) winter jacket

Park division employees shall receive either a winter parka or a winter jacket. Rain gear shall be provided to employees assigned, on a regular basis, to the refuse, recycling and yard waste collection activities. Raingear shall be made available to employees in the classification of Lead Airport Line Serviceworker.

Replacement of these articles shall be subject to the approval of the department manager.

#### Section 2

Employees shall wear and maintain uniforms in a presentable condition while on duty and shall not wear them for any off-duty activities. City furnished uniforms must be returned upon termination of employment or the cost of such uniforms shall be deducted from the employee's final check. In the event monies are not available from the final check, the employee shall be liable for such payment as determined by the City.

## ARTICLE VIII

### PAYDAY

Payday shall be every other Friday. If the payday is an observed holiday, the payday shall be the day before the holiday.

## ARTICLE IX

### BULLETIN BOARDS

Bulletin boards shall be provided by the City in each department for posting notices of Union recreation and social affairs, Union elections, Union appointments and Union meetings. All notices must be signed by a Union representative and approved by the department manager prior to posting.

## ARTICLE X

### PAYROLL DEDUCTIONS

During the term of this Agreement the City of Dubuque, Iowa agrees, after receipt of a proper "Authorization for Dues Checkoff" card signed by the employee, to deduct the uniformly required dues as certified by the Financial Secretary of the Union. Such dues deducted shall be transmitted by the City to the Financial Secretary of the Union.

It is understood and agreed to by the City, the Union and the employee that the dues checkoff authorization may be terminated by the employee at any time by giving thirty (30) days written notice. (Reference, Code of Iowa, Chapter 20, Subsection 20.9 and Chapter 736A, Subsection 736.A.5).



Any City employee who is a member of the Credit Union affiliated with the Union representative may provide for regular checkoff of regular payment to said Credit Union each pay period. Such checkoff or wage assignment shall be honored by the City with the provisions of State law governing wage assignments. By this Agreement, the City agrees to accept such assignments when properly presented in writing.

The City shall have no obligation to deduct or collect monthly dues or credit union payments from a Union member whose net pay for a payroll period, after all other deductions, is insufficient to cover the total authorized deductions for that payroll period. The Union shall hold the City harmless against any claims or law suits instituted or any losses incurred because of the City's performance of its obligations under this Article. The Union further agrees to refund to the City any amounts paid to the Union in error.

## ARTICLE XI

### **INJURY LEAVE**

#### **Section 1**

When a regular employee of the City sustains a personal injury or illness arising out of and in the course of his/her employment, the employee may, for the first three (3) working days of total disability following the injury use earned and unused sick leave credits. Beginning of the fourth calendar day of total disability following the day of injury or illness the employee may receive in addition to the Worker's Compensation benefits a sum which together with said Worker's Compensation benefits shall equal one hundred percent (100%) of the employee's regular rate of pay. The difference between the Worker's Compensation benefits and the full one hundred percent (100%) regular rate of pay will be deducted from the earned and unused sick leave credits of the employee. Upon expiration of an employee's accumulated and unused sick leave credits the employee shall be entitled only to the benefits under the Iowa Worker's Compensation Law.

#### **Section 2**

With the exception of those benefits provided by State law, an employee who is physically able to and who fails to report within seventy-two (72) hours any job-related injury or illness, however minor, to his/her department or division manager and to take such first aid or medical treatment as may be necessary, shall not be eligible for the benefits outlined in this Section. An employee shall return to work when the physician states he/she is able to do so. Prior to being allowed to return to work, the employee shall provide a written statement from a physician stating that the employee is released to return to work and is capable of performing the essential functions of his/her position.

## ARTICLE XII

### MILITARY LEAVE

Military leave shall be administered in accordance with the Code of Iowa, Section 29A.28. Employees desiring a military leave shall submit a written request to the department manager, with a copy to the Personnel Office, at least fourteen (14) calendar days in advance of when such leave is to begin.

Any disagreement involving the interpretation or application of this Article shall not be a proper subject for the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400 (Civil Service), Code of Iowa.

## ARTICLE XIII

### FUNERAL LEAVE

All regular full time employees shall be granted upon request, time off with pay for such periods of time as set forth below:

Employees on a five (5) day schedule work week.

A. Death of an employee's spouse, child or step-child.

Seven (7) calendar days with a maximum of five (5) working days pay.

B. Death of other members of employee's immediate family.

1. Relationships which are considered as other members of employee's family are mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, sister-in-law, brother-in-law, step-mother, step-father, legal guardian and grandchild.
2. In the event the employee is the person responsible for making arrangements for the funeral and attending same, a period of time from when death occurs until the day following the funeral, but not to exceed three (3) scheduled working days with pay.
3. In the event the employee is not the person responsible for making arrangements for the funeral, one (1) scheduled working day shall be allowed to attend the funeral providing the funeral service falls on a scheduled working day of the employee.
4. If the conditions under Section B3 are applicable and the employee is assigned to the second shift, normally 3:00 PM to 11:00 PM, said employee shall be allowed two (2) scheduled working days off; namely the day before the funeral and the day of the funeral, providing the funeral service falls on a scheduled working day of the employee.

### Special Provision

It is recognized that a death of a person other than the relationships listed above could warrant consideration for some paid funeral leave.

In this event the employee should make known the situation to the department manager involved.

The department manager may exercise administrative approval consistent with the intent of this funeral leave provision.

The department manager should document the administrative approval by written notice to the Personnel Office.

## ARTICLE XIV

### SICK LEAVE

#### Section 1

It is the purpose of this sick leave provision to protect the employee from financial loss during an absence from work on account of illness or injury of the employee. In accordance with the following provision, sick leave with pay may be granted for illness or injury to the employee including service connected illness or injury, and also for illness to or injury of members of the employee's family (spouse, dependent children or step-children and parents or step-parents). No more than six (6) sick days per employee per fiscal year shall be granted for illness to or injury of members of the employee's family as defined in this Article. An employee who incurs an illness or injury while employed by another employer or doing contract work for pay shall not be entitled to sick leave benefits.

#### Section 2

Sick leave shall be administered as follows:

All absences from work chargeable against sick leave shall be reported to the employee's immediate supervisor prior to the start of work on the day of absence. Failure to do so shall result in the loss of sick leave payment. No employee shall receive compensation by reason of sick leave benefits until the department or division manager has certified the cause of the absence for which sick leave benefits are requested. The City reserves the right at any time to require proof of illness or injury. The City may require a medical examination, performed by a physician selected by the City, to determine the eligibility of employees to remain on sick leave or return to work. Said examination shall be paid by the City. Abuse of sick leave or fraudulent use of sick leave shall be cause for disciplinary action. It is the responsibility of the employee to keep the department or division manager informed each day of absence chargeable to sick leave.

### Section 3

Sick leave shall accrue at the rate of one (1) day (eight [8] hours) per month (3.6923 hours biweekly) of continuous service. The term month as used in this Section shall mean calendar month. An employee shall start to accrue sick leave from his/her date of appointment to a full time position and shall be eligible for sick leave after sixty (60) calendar days of continuous service. Sick leave shall be paid to the employee at his/her regular rate of pay predicated on an eight (8) hour work day. Employees shall be charged one (1) sick day (eight [8] hours) for every day of absence. It is understood that sick leave shall not be paid to an employee who is on his/her regular day off. Sick leave shall be considered time worked for purposes of computing contract overtime only. An employee who is on a leave due to an injury or illness shall accrue sick leave for a period not to exceed sixty (60) calendar days following the date of injury or illness.

### Section 4

Any unused portion of sick leave shall accumulate from fiscal year to fiscal year to a maximum of one hundred twenty (120) work days. Accrual of sick leave shall terminate upon discharge, resignation, retirement, layoff or death of the employee.

### Section 5

Upon retirement or death, an employee or his/her beneficiary shall be paid for twenty-five percent (25%) of accumulated sick leave over sixty (60) days at the average base wage rate for the ten (10) years prior to retirement. No payment for unused sick leave shall be made to any employee who separates from the City service before the age of sixty-two (62).

## ARTICLE XV

### **PREGNANCY LEAVE**

An employee's pregnancy, child birth or related medical condition is regarded as a temporary disability. The commencement and duration of leave, availability of extensions, accrual of seniority and other benefits and privileges, reinstatement, and payment under the City's health insurance, disability insurance or sick leave plan, formal or informal, shall be applied to a disability due to the employee's pregnancy, child birth or related medical condition on the same terms and conditions as they are applied to other temporary disabilities. Sick leave benefits, to the extent of an employee's accumulated sick leave shall be granted, if requested by the employee, for the period that the employee is disabled because of the employee's pregnancy, child birth or related medical condition. The employee may use other available paid leaves such as vacation, compensatory time or casual day or a leave of absence without pay beyond the period of temporary disability may be granted in accordance with Article XVI, LEAVE OF ABSENCE WITHOUT PAY, of this Agreement. The employee is responsible for providing timely notice of the period of leave requested. The City reserves the right to require that the employee's disability resulting from pregnancy be verified by medical certification stating that the employee is not able to reasonably perform the essential functions of her position.

## ARTICLE XVI

### **LEAVE OF ABSENCE WITHOUT PAY**

#### **Section 1**

A leave of absence without pay may be granted by the City Manager upon the recommendation of the department manager. An employee desiring a leave of absence without pay shall submit a request in writing to the City Manager at least seven (7) calendar days in advance of when the leave is to begin. The request shall contain a statement as to the reason(s) for the desired leave, the date when the leave is to begin, and the date of return to duty. Requests for a leave of absence without pay for union business or activities will be given serious consideration. Denial of a request for a leave of absence without pay or the reason(s) therefore shall not be a proper subject for the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa. Failure to return to work at the end of a leave shall constitute cause for dismissal. It is understood that a leave of absence without pay shall not be used for the purpose of accepting employment elsewhere. An employee accepting other employment shall be terminated. An employee may be required to take a physical examination before being allowed to return to work after a leave of absence without pay. An employee granted a leave of absence without pay, upon completion of the leave, shall be returned to the same position and the same pay step in the pay grade corresponding to the classification occupied at the time the leave began. Except as provided in the Family and Medical Leave Act of 1993, during a leave of absence without pay, the employee shall continue to accrue seniority, but shall not accrue or receive any other privileges, benefits or pay granted by this Agreement.

SENIORITY

Section 1

An employee shall serve a trial period of at least six (6) months. After completing six (6) months of continuous service in a full-time position, the employee shall have established seniority and the employee's seniority date shall be retroactive to the most recent date of employment in a full time position. For purposes of computing benefits, length of continuous service shall relate to an employee's most recent date of employment in a full time position. *For purposes of this Agreement, the term employee shall mean full time employee.* An employee may be laid off or discharged any time prior to the end of the trial period and such discharge or layoff shall not be subject to the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa. The Union shall not assert or present any grievance or appeal on behalf of an employee because of any matter or occurrence whatsoever falling within the trial period.

Section 2

Layoff and seniority rights shall be administered in accordance with Chapter 400, Civil Service, Code of Iowa.

Section 3

An employee's seniority and employment relationship with the City shall be broken and terminated for the following reasons:

- A. The employee voluntarily leaves the City's employment.
- B. The employee is absent for work for two (2) consecutive working days without notifying the City unless a reason satisfactory to the City is given for failure to notify the City.
- C. The employee is discharged for just cause.
- D. If, after a layoff, the employee fails to report for work within five (5) working days after being notified in writing, by registered letter, to do so. Said notice to be mailed to the employee's last known address.
- E. Death or retirement.
- F. Failure to report for work at the expiration of a leave of absence or vacation period, unless the employee can establish a reason that is satisfactory to the City for not returning to work when expected.

**JOB POSTING**

The City shall post notices of open jobs for three (3) working days to afford regular employees an opportunity to sign the list and to secure and complete an informational form to afford employees an opportunity for consideration.

Priority for filling the open jobs shall be as follows:

First, to full-time bargaining unit employees within the Division where the opening exists. For the purpose of this Article only, the following Activity Groups in the Operations and Maintenance Department will be treated as Divisions:

1. Landfill
2. Sewer
3. Street
4. Solid Waste
5. Garage

Second, to full-time bargaining unit employees in the Department where the opening exists;

Third, to all other full-time bargaining unit employees;

Fourth, to eligible part-time and temporary employees who have completed 3,500 or more hours of work in a position covered by this Agreement, unless a full-time employee in any Department or Division of the City is subject to being laid off. In which case, the full-time employee shall have priority over an eligible part-time or temporary employee.

Fifth, to any other source.

Facts that will be considered in filling the open job shall be as follows:

- A. The most competent employee to do the duties of the job. Competency is defined as proven ability, knowledge or skill for the handling of a specific job. The following criteria will be used to judge an employee's competency.
  - Related experience on the job
  - Working relationship with other employees, supervisors and customers
  - Attendance (punctuality, dependability)

- Care of equipment
- Leadership, (judgement, organizational skills, communication skills, adaptability, innovation, initiative)
- Quality and quantity of work

B. Physical ability to perform the essential functions of the job.

C. Length of continuous service in a full-time position in the bargaining unit.

When A and B are equal, length of continuous service, in a full-time position in the bargaining unit, shall be the determining factor among employees of the same competency level.

If the selected regular employee proves incapable of satisfactorily performing the job at any time during a ten (10) working day orientation period, the employee shall be returned to his/her former classification.

An employee who accepts a job for which he/she bid on may, at any time during the orientation period only, return to his/her former classification at his/her own request.

Nothing in this provision shall require the City to post temporary or short-term openings such as, but not limited to, summer jobs, vacation fill-in, etc.

Temporary employees covered by this Agreement are eligible to bid on vacant positions covered by this Agreement during a layoff.

## ARTICLE XIX

### **MEALS FOR EMPLOYEES AT CITY EXPENSE**

An employee who works ten (10) or more consecutive hours shall be eligible for reimbursement for the cost of a meal eaten on the day such hours are worked.

The reimbursement shall not exceed five dollars and fifty cents (\$5.50), and a paid receipt dated the date the overtime is worked must be presented.

In no case shall cash payment, in lieu of a meal, be authorized.

In no case shall an employee be paid while eating a City furnished meal.



## ARTICLE XX

### JURY DUTY

Employees required to report for jury duty shall be paid the difference, if any, between the compensation received for jury duty and their regular wage for each day of jury duty. Mileage and meal allowance received by the employee shall not be deducted from the employee's regular wage. Normally this is processed by having the employee submit his/her jury duty compensation, excluding expense reimbursement, to the finance office. An employee who reports for jury duty and is excused shall report immediately to his/her supervisor.

## ARTICLE XXI

### VACATIONS

#### Section 1

After an employee has one (1) year or more of continuous service in a full time position, the employee shall be eligible to receive two (2) weeks paid vacation at eighty (80) hours at the regular rate of pay in each calendar year. After an employee has completed eight (8) years or more of continuous service in a full time position, the employee shall be eligible to receive three (3) weeks paid vacation at one hundred twenty (120) hours at the regular rate of pay in each calendar year. After an employee has completed fifteen (15) years or more of continuous service in a full time position, the employee shall be eligible to receive four (4) weeks paid vacation at one hundred sixty (160) hours at the regular rate of pay in each calendar year. After an employee has completed twenty-five (25) years or more of continuous service in a full time position, the employee shall be eligible to receive five (5) weeks paid vacation at two hundred (200) hours at the regular rate of pay in each calendar year.

#### Section 2

Vacation is earned during the year of service preceding the year in which the vacation is taken.

No vacation time shall be accrued during layoff due to lack of work when such layoff exceeds thirty (30) days.

No vacation time shall be accrued during a personal leave of absence when such personal leave of absence extends beyond sixty (60) days.

#### Section 3

The vacation anniversary date of an employee shall be the same as the employee's seniority date.

Vacations are to be taken within the twelve (12) month period immediately following the vacation anniversary date.

Employees may accumulate up to a maximum of 320 hours of vacation.

#### Section 4

When one of the regular holidays falls during an employee's vacation, the employee shall be allowed an extra day of vacation, eight (8) hours at the regular rate of pay.

#### Section 5

An employee who is on a leave due to an illness or injury shall accrue vacation for a period not to exceed two (2) months following the date of illness or injury.

#### Section 6

Employees who have completed six (6) months or more of continuous service and who are laid off, resign or enter the military service, (provided the City is given a two (2) week notice in the case of resignation or military leave of absence) shall receive vacation pay prorated to the last day worked.

#### Section 7

All vacation requests shall be subject to the approval of the department or division manager. The method and manner of scheduling vacations and the number of employees allowed off at any one time shall be at the discretion of the department or division manager. Denial of a requested date for vacation shall not be a subject for the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa.

### ARTICLE XXII

#### HOLIDAYS

##### Section 1

The following calendar days of the year shall be considered as holidays insofar as the administration of City business is concerned. When the term "holiday" is used it shall be construed to be the following days:

A.	New Year's Day	January First
B.	Memorial Day	Last Monday in May
C.	Independence Day	July Fourth
D.	Labor Day	First Monday in September
E.	Veterans Day	November Eleventh
F.	Thanksgiving Day	Fourth Thursday in November
G.	Day after Thanksgiving	Friday following Thanksgiving Day
H.	Christmas Eve	December Twenty-Fourth
I.	Christmas Day	December Twenty-Fifth
J.	New Year's Eve	December Thirty-First

## Section 2

An employee shall forfeit the right to payment for a holiday if scheduled to work the holiday and does not report or if absent from work the last scheduled workday preceding and/or the first scheduled workday following the holiday, unless excused by the City for the following reasons:

- A. Formal leave of absence.
- B. Job incurred injury.
- C. Funeral leave.
- D. Subpoena as a witness.
- E. Illness or injury of less than two (2) months duration with proper doctor's documentation.
- F. Excused absence approved in writing by and at the sole discretion of the department manager – excludes casual days and leaves of absence without pay.

## Section 3

When a holiday falls on Sunday, the following day shall be declared a holiday for the employee. When a holiday falls on Saturday, the preceding day shall be declared a holiday for the employee.

## Section 4

Employees eligible for holiday pay shall be entitled to eight (8) hours at the regular rate of pay for each of the named holidays.

# ARTICLE XXIII

## CASUAL DAY

### A. Considerations

1. Two (2) casual days with pay per fiscal year shall be allowed.
2. Approving or disapproving the employee's requested date for each casual day shall be at the sole discretion of the employee's department manager or an authorized representative.
3. The employee's request for a specific day shall be given maximum consideration consistent with the conditions set forth below under B, but final approval is subject to (2) above and denial of the employee's requested date is not a proper subject for a grievance.
4. Exception to (3) above would only be considered as a proper subject for a grievance if the employee alleges that the requested date was disapproved

because of arbitrary, capricious or personal prejudice on the part of the approving authority.

5. The Union recognizes that approval or disapproval of a specific day must consider the efficient level of service due the general public.

#### B. Conditions

1. A casual day may be taken anytime during the contract period subject to the provisions of A2 above.
2. A new employee must have completed at least four (4) full calendar months of the trial period in order to be eligible for a casual day.
3. Under no circumstances shall pay be requested or approved in lieu of the casual day off with pay.
4. Once a date has been approved for an employee as a casual day, it may not be rescheduled except under the most extenuating circumstances; however, it is understood and agreed that the right to cancel and reschedule an employee's casual day is reserved by the department manager or his/her representative when such extenuating circumstances exist.

### ARTICLE XXIV

#### LONGEVITY

##### Section 1

Longevity pay shall mean a percentage of salary based on the length of continuous service paid each payday to employees in addition to their regular rate of pay.

##### Section 2

Regular employees performing satisfactorily for a continuous period of six (6) years shall be advanced in pay on the anniversary date of hire by one percent (1%) of their regular rate of pay. After twelve (12) years of continuous service employees shall be advanced in pay by two percent (2%) of their regular rate of pay. After eighteen (18) years of continuous service employees shall be advanced in pay by three percent (3%) of their regular rate of pay. After twenty-four (24) years of continuous service employees shall be advanced in pay by four percent (4%) of their regular rate of pay. After thirty (30) years of continuous service employees shall be advanced in pay by five percent (5%) of their regular rate of pay.

## ARTICLE XXV

### HOURS OF WORK

The regular work day shall be eight (8) hours and the regular work week shall be forty (40) hours with the exception of employees assigned to the Airport and the Civic Center. The regular work week for employees assigned to the Airport and the Civic Center shall average forty (40) hours.

Employees assigned to the Airport shall be granted a lunch period during each work shift. Such lunch period shall be without pay, and whenever possible, shall be scheduled in the middle of the work shift. Employees shall be paid for all time worked during their lunch period.

## ARTICLE XXVI

### OVERTIME

One and one-half (1 ½) times the regular rate of pay shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week with the following exception: employees assigned to the Airport and Civic Center shall be eligible for the overtime rate of pay for hours worked in excess of eight (8) hours per day or eighty (80) hours per pay period (biweekly).

Two (2) times the regular rate of pay shall be paid for all hours worked on a holiday.

At the discretion of the department or division manager, employees who are eligible to receive overtime may be granted time off in order to compensate for and in lieu of overtime payment. Compensation shall not be paid more than once for the same hours of work under any provision of this Article or Agreement. When overtime is required, it must be approved in advance by the employee's supervisor.

## ARTICLE XXVII

### NIGHT SHIFT PREMIUM PAY

Employees regularly assigned to the second shift, normally 3:00 PM to 11:00 PM shall receive an additional ten cents (\$.10) per hour on their regular rate of pay as a shift premium.

Employees regularly assigned to the third shift, normally 11:00 PM to 7:00 AM shall receive an additional twenty cents (\$.20) per hour on their regular rate of pay as a shift premium.

Park and Recreation Department employees assigned to ice rink flooding duties (during the applicable season only) shall receive an additional fifteen cents (\$.15) per hour on their regular rate of pay as a shift premium if such work is performed during a shift for which premium payment is allowed. Said payment is not allowed if such work is being performed on an overtime basis.

Employees assigned to salt crews on split shifts, one mechanic assigned to the garage on a split shift and one garage serviceworker assigned to the transit garage on a split shift shall be paid eight (8) hours shift premium at ten cents (\$.10) per hour if their regular schedule includes a part of the second shift and shall be paid eight (8) hour shift premium pay at twenty cents (\$.20) per hour if their regular schedule includes part of the third shift.

All other employees whose work schedule overlaps into a shift for which premium payment is allowed shall be entitled to the appropriate premium payment only if three (3) hours or more of the work shift overlaps into a shift for which premium payment is allowed. If the conditions of this section apply, an employee shall receive the appropriate premium payment for the number of hours worked during the shift for which premium payment is allowed. If an employee's work schedule overlaps from the second shift to the third shift, said employee shall receive the appropriate premium payment based upon the hours worked in each shift.

Example 1:

Shift Assignment - 5:00 AM to 1:00 PM  
Shift Premium Payment - 0

Example 2:

Shift Assignment - 10:00 AM to 6:00 PM  
Shift Premium Payment - 3 hours @ \$.10 per hour

Example 3:

Shift Assignment - 1:00 PM to 9:00 PM  
Shift Premium Payment- 6 hours @ \$.10 per hour

Example 4:

Shift Assignment - 9:00 PM to 5:00 AM  
Shift Premium Payment - 2 hours @ \$.10 per hour  
6 hours @ \$.20 per hour

Employees who are eligible for shift premium payment shall continue to receive such payment while on vacation. An employee who is on a paid leave, other than vacation, or on an unpaid leave shall not receive shift premium payment. Shift premium payment shall not apply when an employee is receiving overtime or any other type of premium payment.

## CALLBACK

An employee who, after having left the premises following the completion of his/her regular shift is recalled for additional work, shall receive two (2) hours pay at one and one-half (1 1/2) times the regular rate of pay. When such work merges with the employee's work day this provision does not apply. Under no circumstances shall an employee be paid twice for the same hours worked.

The City has the right to determine who is on-call. Except as herein provided,, employees shall receive, at their option, either two (2) hours of compensatory time, or two (2) hours at their regular rate of pay for each weekend or holiday they are on-call.

Employees assigned to the sewer maintenance activity, employees in the classification of Traffic Signal Technician II and employees assigned to the snow and ice control shift that normally begins at 7:00 am. and ends at 3:00 p.m., shall receive, at their option, either three (3) hours compensatory time or three (3) hours at their regular rate of pay for each weekend or holiday they are on-call. Employees assigned to the sewer maintenance activity and employees in the classification of Traffic Signal Technician II shall receive, at their option, either two (2) hours compensatory time or two (2) hours at their regular rate of pay for each weekend or holiday they are placed on-call to perform snow and ice control duties (A or B shift). In the event employees assigned to the sewer maintenance activity and employees in the classification of Traffic Signal Technician II are assigned to the snow and ice control shift that normally begins at 7:00 a.m. and ends at 3:00 p.m. are placed on-call, they shall receive, at their option, either three (3) hours compensatory time or three (3) hours at their regular rate of pay for each weekend or holiday they are on-call.

Employees who are on-call but are not available for work will be subject to the disciplinary procedure.

## ARTICLE XXIX

### GROUP INSURANCE

#### Section 1

HEALTH INSURANCE. Employees shall pay 10% of the cost of the premium established for the health and prescription drug insurance plan for which the employee is enrolled. The premium for the health and prescription drug insurance plan shall be the premium established for retirees and COBRA enrollees.

#### Section 2

DENTAL INSURANCE. Effective September 1, 2003, and thereafter, the entire cost of the employee's personal premium and family premium shall be paid by the employee unless modified through the collective bargaining process or by the Joint Labor Management Health Care Committee. The City shall provide employees an opportunity to enroll in a voluntary dental insurance plan. The decision as to whether a voluntary dental plan is made available

to employees will be made by the dental insurance carrier.

### Section 3

#### LIFE/ACCIDENTAL DEATH AND DISMEMBERMENT/DISABILITY INCOME PROTECTION INSURANCE

The City shall pay the full cost of the life insurance, accidental death and dismemberment and disability income protection insurance for employees covered by this Agreement. Employees are eligible for coverage the first of the month following the completion of thirty days of continuous service in a full-time position.

### Section 4

The specific benefits for health, life, accidental death and dismemberment and disability income protection insurance are set forth in master policies and shall in all cases be the determining factor as to eligibility and amount of coverage extended to each employee. The City shall retain the right to change insurance carriers or change the method in which insurance is provided, at any time, and such action by the City or the reason(s) therefore shall not be subject to the grievance procedure of this Agreement or the appeal procedures set forth in Chapter 400, Code of Iowa.

### Section 5

Whenever a covered employee ceases employment with the City the group insurance plans terminate. Health insurance benefits for dependents also terminate when the employee ceases to be eligible for coverage or when that dependent ceases to be eligible as a dependent. However, a \$1,000 life insurance policy shall be continued by the City for employees who retire. Eligibility and amount of coverage shall be in accordance with the terms of the Insurance Master Agreement.

### Section 6

Disability income protection insurance shall be granted for any non-service connected illness or injury which renders such employee unable to perform the duties of his/her employment. An employee who incurs an injury or illness while employed by another employer or doing contract work for pay shall not be entitled to the benefits provided under the disability income protection insurance policy. Employees who become eligible for disability income protection insurance shall be eligible to supplement accrued sick leave with the disability income protection benefits. Total income of an employee's sick leave payment and disability income protection insurance benefits shall not equal more than one hundred percent (100%) of an employee's regular rate of pay. Upon expiration of an employee's accumulated sick leave, the employee shall be entitled to only the benefits payable under the disability income protection insurance policy.

### Section 7

The City shall continue to pay its portion of the group insurance premiums for a period up to fourteen months from the date an employee is absent due to illness or injury. However, in no event will the City pay its portion of group insurance premiums for a period longer than



include health insurance, prescription drug insurance, life/accidental death and dismemberment insurance, and disability income protection insurance.

#### Section 8

*The City shall discontinue payment of all insurance premiums for an employee who is discharged, resigns, retires, dies, is laid off or separated from the City for any other reason.*

#### Section 9

The City shall provide IRS Section 125 Flexible Spending Accounts for medical and dependent care expenses and health, prescription drug and dental insurance premiums.

## ARTICLE XXX

### GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by an employee against the City involving the interpretation or application of specific provisions of this Agreement, except any matter governed by Iowa Civil Service Law (Chapter 400, Code of Iowa) shall not be considered a grievance and subject to the grievance procedure, nor shall any disciplinary action which may be appealed to the Civil Service Commission be considered a grievance and subject to the grievance procedure hereinafter set forth. Any action or claim which is within the jurisdiction of the Civil Service Commission to decide must be brought under Iowa Civil Service Law.

The City is desirous of obtaining an equitable and prompt adjustment of grievances and grievances shall be settled orally, whenever possible, between the employee's supervisor and the aggrieved employee. The employee's supervisor shall be notified of the alleged grievance within five (5) work days of the date the alleged grievance occurred. Failure of the employee to notify his/her supervisor within five (5) work days of the date the alleged grievance occurred shall constitute a withdrawal of the grievance.

The City shall not be obligated to accept a written grievance until such grievance has been discussed orally between the aggrieved employee and his/ her supervisor.

#### Step 1

Grievances not settled in two (2) but not more than five (5) work days after discussion with the supervisor may be reduced to writing and presented to the department manager. The nature of the complaint shall be clearly stated so that the department manager will have a fair opportunity to locate the cause of the problem and settle the matter to the satisfaction of all parties concerned. The department manager will answer in writing within five (5) work days after receipt of the grievance. If a meeting is held with the department manager, the aggrieved employee may be accompanied by the steward from his/her section.

#### Step 2

If the department manager's written answer is not satisfactory the grievance may, within three (3) work days, be appealed to the City Manager and shall, as soon as possible after receipt of this appeal be considered in a meeting between representatives selected by the City and Union. The president of the Union may be accompanied with no more than two (2) Union representatives. The City Manager will give a written answer within fifteen (15) work days after this meeting.

If the grievance is not settled in Step 2, within twenty (20) calendar days after receiving the City's written answer, either party may submit the grievance to arbitration. The invoking of arbitration by the Union shall require the approval of the Union and the approval of the aggrieved employee. The parties shall attempt to select an arbitrator as soon as practical after receipt of a request for arbitration. If the parties do not agree upon the selection of an arbitrator within fifteen (15) calendar days after receipt of the request for arbitration, the Public Employment Relations Board shall be requested to furnish a list of five (5) arbitrators. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator, within the scope of his/her authority, shall be final and binding on both parties to this Agreement. The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement. Nor shall he/she have authority to render any decision which conflicts with any law, rule or regulation binding upon the City. The arbitrator shall not have power to accept or to decide any disagreement which involves a matter within the jurisdiction of the Civil Service Commission (Chapter 400, Code of Iowa). The fees and expenses of the arbitrator shall be shared equally by the City and the Union. However, each party shall be responsible for compensating their own witnesses and representatives as well as paying for transcripts of the proceeding. Awards shall not be retroactive beyond the date of the occurrence or event giving rise to the grievance.

Union representatives, when processing Steps 1 and 2 of the grievance procedure, shall be permitted to leave work after receiving approval from their supervisor and shall suffer no loss of their regular rate of pay but shall not be eligible for overtime pay or any other type of premium pay. The City shall not be responsible for paying any employee as a result of his/her participation in arbitration or Civil Service proceedings.

The time specified for each step of the grievance procedure may be extended by mutual consent. If an answer to a grievance is not given to the employee by the City within any of the time limits specified in this Article, the grievance may be appealed to the next step in the grievance procedure. Failure of the employee or the Union to comply with any time limitations shall constitute a withdrawal of the grievance.

WAGE PLAN

The following salary schedules shall represent the regular (straight time or base) rate of pay for positions covered by this Agreement:

POSITION CLASSIFICATION	SALARY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Hourly rates effective 7/1/2006 through 6/30/2007							
Transit Aide/Clerk	GD-03	\$15.16	\$15.57	\$15.93	\$16.27	\$16.72	\$17.17
Stock Clerk	GD-03	\$15.16	\$15.57	\$15.93	\$16.27	\$16.72	\$17.17
Transit Dispatcher/Scheduler	GD-03	\$15.16	\$15.57	\$15.93	\$16.27	\$16.72	\$17.17
Custodian II	GD-04	\$16.67	\$17.11	\$17.49	\$17.95	\$18.31	\$18.77
Painter's Helper	GD-04	\$16.67	\$17.11	\$17.49	\$17.95	\$18.31	\$18.77
Laborer	GD-04	\$16.67	\$17.11	\$17.49	\$17.95	\$18.31	\$18.77
Lead Airport Line Serviceworker	GD-04	\$16.67	\$17.11	\$17.49	\$17.95	\$18.31	\$18.77
Ramp Custodian	GD-04	\$16.67	\$17.11	\$17.49	\$17.95	\$18.31	\$18.77
Sanitation Laborer	GD-04	\$16.67	\$17.11	\$17.49	\$17.95	\$18.31	\$18.77
Serviceworker	GD-04	\$16.67	\$17.11	\$17.49	\$17.95	\$18.31	\$18.77
Utilityworker	GD-04	\$16.67	\$17.11	\$17.49	\$17.95	\$18.31	\$18.77
Truck Driver	GD-05	\$16.98	\$17.39	\$17.86	\$18.31	\$18.72	\$19.19
Equipment Operator I	GD-06	\$17.32	\$17.77	\$18.25	\$18.72	\$19.00	\$19.43
Maintenanceworker	GD-06	\$17.32	\$17.77	\$18.25	\$18.72	\$19.00	\$19.43
Parking Meter Serviceworker I	GD-06	\$17.32	\$17.77	\$18.25	\$18.72	\$19.00	\$19.43
Park Ranger	GD-06	\$17.32	\$17.77	\$18.25	\$18.72	\$19.00	\$19.43
Sanitation Driver	GD-06	\$17.32	\$17.77	\$18.25	\$18.72	\$19.00	\$19.43
Transportation Clerk	GD-07	\$17.25	\$17.64	\$18.14	\$18.50	\$18.95	\$19.43
Equipment Operator II	GD-08	\$17.70	\$18.15	\$18.63	\$19.00	\$19.43	\$19.85
Parking System Technician	GD-08	\$17.70	\$18.15	\$18.63	\$19.00	\$19.43	\$19.85
Gardener	GD-09	\$18.00	\$18.46	\$18.94	\$19.43	\$19.85	\$20.35
Parking Meter Serviceworker II	GD-09	\$18.00	\$18.46	\$18.94	\$19.43	\$19.85	\$20.35
Mechanic	GD-10	\$18.45	\$18.92	\$19.42	\$19.88	\$20.35	\$20.77
Painter	GD-10	\$18.45	\$18.92	\$19.42	\$19.88	\$20.35	\$20.77
Foreman	GD-11	\$18.76	\$19.23	\$19.73	\$20.22	\$20.77	\$21.23
Forester	GD-11	\$18.76	\$19.23	\$19.73	\$20.22	\$20.77	\$21.23
Lead Mechanic	GD-11	\$18.76	\$19.23	\$19.73	\$20.22	\$20.77	\$21.23
Lead Sanitation Driver	GD-11	\$18.76	\$19.23	\$19.73	\$20.22	\$20.77	\$21.23
Traffic Signal Technician II	GD-12	\$19.42	\$20.42	\$21.42	\$22.49	\$23.61	\$24.61

POSITION CLASSIFICATION	SALARY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Hourly rates effective 7/1/2007 through 6/30/2008							
Transit Aide/Clerk	GD-03	\$15.61	\$16.04	\$16.41	\$16.76	\$17.22	\$17.65
Stock Clerk	GD-03	\$15.61	\$16.04	\$16.41	\$16.76	\$17.22	\$17.65
Transit Dispatcher/Scheduler	GD-03	\$15.61	\$16.04	\$16.41	\$16.76	\$17.22	\$17.65
Custodian II	GD-04	\$17.17	\$17.62	\$18.01	\$18.49	\$18.86	\$19.28
Painter's Helper	GD-04	\$17.17	\$17.62	\$18.01	\$18.49	\$18.86	\$19.28
Laborer	GD-04	\$17.17	\$17.62	\$18.01	\$18.49	\$18.86	\$19.28
Lead Airport Line Serviceworker	GD-04	\$17.17	\$17.62	\$18.01	\$18.49	\$18.86	\$19.28
Ramp Custodian	GD-04	\$17.17	\$17.62	\$18.01	\$18.49	\$18.86	\$19.28
Sanitation Laborer	GD-04	\$17.17	\$17.62	\$18.01	\$18.49	\$18.86	\$19.28
Serviceworker	GD-04	\$17.17	\$17.62	\$18.01	\$18.49	\$18.86	\$19.28
Utilityworker	GD-04	\$17.17	\$17.62	\$18.01	\$18.49	\$18.86	\$19.28
Truck Driver	GD-05	\$17.49	\$17.91	\$18.40	\$18.86	\$19.28	\$19.70
Equipment Operator I	GD-06	\$17.84	\$18.30	\$18.80	\$19.28	\$19.57	\$20.00
Maintenanceworker	GD-06	\$17.84	\$18.30	\$18.80	\$19.28	\$19.57	\$20.00
Parking Meter Serviceworker I	GD-06	\$17.84	\$18.30	\$18.80	\$19.28	\$19.57	\$20.00
Park Ranger	GD-06	\$17.84	\$18.30	\$18.80	\$19.28	\$19.57	\$20.00
Sanitation Driver	GD-06	\$17.84	\$18.30	\$18.80	\$19.28	\$19.57	\$20.00
Transportation Clerk	GD-07	\$17.77	\$18.17	\$18.68	\$19.06	\$19.52	\$20.00
Equipment Operator II	GD-08	\$18.23	\$18.69	\$19.19	\$19.57	\$20.01	\$20.44
Parking System Technician	GD-08	\$18.23	\$18.69	\$19.19	\$19.57	\$20.01	\$20.44
Gardener	GD-09	\$18.54	\$19.01	\$19.51	\$20.01	\$20.45	\$20.89
Parking Meter Serviceworker II	GD-09	\$18.54	\$19.01	\$19.51	\$20.01	\$20.45	\$20.89
Mechanic	GD-10	\$19.00	\$19.49	\$20.00	\$20.48	\$20.96	\$21.39
Painter	GD-10	\$19.00	\$19.49	\$20.00	\$20.48	\$20.96	\$21.39
Foreman	GD-11	\$19.32	\$19.81	\$20.32	\$20.83	\$21.39	\$21.89
Forester	GD-11	\$19.32	\$19.81	\$20.32	\$20.83	\$21.39	\$21.89
Lead Mechanic	GD-11	\$19.32	\$19.81	\$20.32	\$20.83	\$21.39	\$21.89
Lead Sanitation Driver	GD-11	\$19.32	\$19.81	\$20.32	\$20.83	\$21.39	\$21.89
Traffic Signal Technician II	GD-12	\$20.00	\$21.03	\$22.06	\$23.16	\$24.32	\$25.55

Generally, the minimum pay step in the salary range established for a position shall be applicable upon appointment to a position in the bargaining unit. Upon promotion an employee shall be placed in the first step of the salary range established for the position to which the employee is promoted that would provide a one (1) step increase.

Advancement to succeeding pay steps in the salary range established for a position shall be based upon a satisfactory performance evaluation. An employee who consistently meets and exceeds performance standards established for a position is eligible for a one (1) step performance advancement. An employee is eligible for a performance advancement (step increase) in accordance with the following schedule:

<u>STEP</u>	<u>INTERVAL NUMBER OF MONTHS</u>
A TO B	6
B TO C	12
C TO D	12
D TO E	12
E TO F	12

An employee who is denied a performance advancement shall be required to wait six (6) or twelve (12) months, (depending upon the pay step he/she is in) before he/she is eligible for another performance advancement.

The length of service requirements for advancement through the pay steps for part-time employees shall be two (2) times the length of service requirements set forth in Paragraphs 3 and 4 of the Article.

## ARTICLE XXXII

### TOOL ALLOWANCE

On July 1, next following an employee's appointment to the position of mechanic, the employee shall receive a tool allowance of seventy dollars (\$70.00) each fiscal year payable on July 1 of each year while in such position. (Example: Date of appointment to the position of mechanic - May 1, 1981; date of first payment - July 1, 1981.)

Effective July 1, 2000, the tool allowance for employees in the position of mechanic will be increased from seventy dollars (\$70.00) each fiscal year to one hundred twenty-five dollars (\$125) each fiscal year and will be paid in accordance with the terms contained in paragraph one of this Article.

Effective July 1, 2006, the tool allowance for employees in the position of mechanic will be increased from one hundred twenty-five dollars (\$125.00) each fiscal year to one hundred seventy-five dollars (\$175.00) each fiscal year and will be paid in accordance with the terms contained in paragraph one of this Article.

## ARTICLE XXXIII

### TEMPORARY ASSIGNMENT

Management reserves the right to temporarily assign employees to other job classifications. In the event an employee is assigned to a higher job classification on a temporary basis, said employee shall receive the equivalent of a one (1) step increase for such other classification in which he/she is temporarily serving. The rate of pay in the temporary classification shall commence after the employee has served twenty (20) consecutive work days in such other capacity, and shall be retroactive to the first day the employee served in such other capacity. Said employee shall be paid at the higher rate of pay only when he/she is working in such other capacity.

## ARTICLE XXXIV

### **PART TIME EMPLOYEES**

Part-time employees shall mean an employee hired on a continuous employment basis with a work schedule throughout the fiscal year that normally consists of thirty-two (32) hours per week or less on the average (1,664 hours annually). Said work schedule shall not be construed as a guarantee of hours per day, per week, per year. Part-time employees shall be entitled only at the rates of pay for the classifications set forth in Addendum A and the benefits set forth in Article XVIII - Job Posting of this Agreement. Part-time employees shall not accrue or receive any other benefits, pay or privileges granted by this Agreement or be subject to any other provision of this Agreement. This Article shall apply to part-time employees in the classifications of Laborer II (Housekeeping) and Crew Leader and all other part-time employees who meet this definition.

## ARTICLE XXXV

### **TEMPORARY EMPLOYEES**

Temporary employee shall mean an employee hired on a seasonal or limited term basis and who is employed for over four consecutive months in the position of laborer I, laborer II, fee collector, sanitation driver or truck driver in the Park and Recreation Divisions and the Operations and Maintenance Department. Temporary employees who qualify for inclusion in this bargaining unit in one calendar year will not be covered by this Agreement until the succeeding calendar year and will presume to qualify at the commencement of the succeeding year for purposes of coverage by this Agreement and will thereafter qualify so long as service in over four consecutive months in each calendar year is maintained; however, one full year lapse in meeting the requirement of over four consecutive months of service would necessitate requalification. If the temporary employee works over four consecutive months and resigns, he/she would have to requalify in accordance with the terms of this Article. The work schedule for temporary employees shall not be construed as a guarantee of hours of work per day, per week or per year. Temporary employees shall be entitled only to the rates of pay for the classifications set forth in Addendum B and the benefits set forth in Article XVIII - Job Posting of this Agreement. Temporary employees shall not accrue or receive any other benefits, pay or privileges granted by this Agreement or be subject to any other provision of this Agreement.

## ARTICLE XXXVI


### **SAVINGS CLAUSE**

Should any article, section or portion thereof of this Agreement be restrained or held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section or portion thereof restrained or declared null and void in the decision and the remainder of this Agreement shall remain in full force and effect.

ARTICLE XXXVII

DURATION AND NEGOTIATIONS

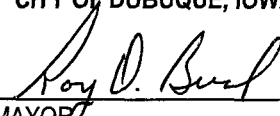
This Agreement shall be effective the first day of July, 2006 and shall remain in full force and effect through the thirtieth (30th) day of June, 2008. Negotiations for a succeeding Agreement to become effective on July 1, 2008, shall begin after August 15, 2007, but not later than October 15, 2007.

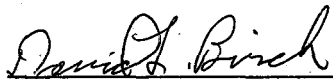
Signed this 1st day of March 2007. 

TEAMSTERS LOCAL UNION NO. 421

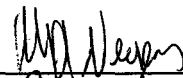
CITY OF DUBUQUE, IOWA

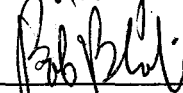
  
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PRESIDENT

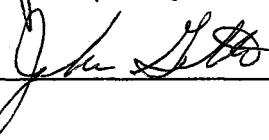
  
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MAYOR

  
\_\_\_\_\_

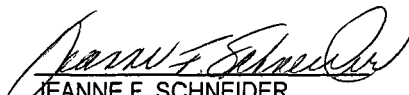
  
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ATTEST:

  
\_\_\_\_\_  
JEANNE F. SCHNEIDER  
CITY CLERK



## ADDENDUM A

### WAGE PLAN

The following salary schedules shall represent the regular (straight time or base) rate of pay:

POSITION	SALARY	STEP	STEP	STEP	STEP	STEP	STEP
CLASSIFICATION	GRADE	A	B	C	D	E	F

Hourly rates effective

Laborer II  
(Housekeeping)

P.T. CC                      GD-01

Crew Leader P.T. CC        GD-02

In the event the management and operation of the Five Flags Civic Center is returned to the City, the parties will negotiate the rate of pay for the position classifications contained in this addendum.

## ADDENDUM B

### WAGE PLAN

The following salary schedules shall represent the regular (straight time or base rate of pay).

POSITION CLASSIFICATION	SALARY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
----------------------------	-----------------	-----------	-----------	-----------	-----------	-----------	-----------

Hourly rates effective 7/1/2006 through 6/30/2007

Laborer Operations/ Maint. (Seasonal)	GD-21						\$8.74
Laborer II—Park & Rec. (Seasonal-Long)	GD-21						\$8.74
Laborer I—Rec. Div. (Seasonal - Short)	GD-23				\$7.69	\$7.97	\$8.14
Sanitation Driver (Seasonal)	GD-26						\$11.63
Truck Driver (Seasonal)	GD-26						\$11.63
Laborer I—Park Div. (Seasonal - Short)	GD-31					\$7.97	\$8.14
Fee Collector—Park Div. (Seasonal)							

Temporary employees will receive \$.50 per hour in addition to their regular rate of pay as set forth in this Addendum after completing 3,500 continuous hours of work in a temporary position covered by this Agreement.

## ADDENDUM B

### WAGE PLAN

The following salary schedules shall represent the regular (straight time or base rate of pay).

POSITION CLASSIFICATION	SALARY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
----------------------------	-----------------	-----------	-----------	-----------	-----------	-----------	-----------

Hourly rates effective 7/1/2007 through 6/30/2008

Laborer Operations/ Maint. (Seasonal)	GD-21						\$9.00
Laborer II—Park & Rec. (Seasonal-Long)	GD-21						\$9.00
Laborer I—Rec. Div. (Seasonal - Short)	GD-23				\$7.92	\$8.21	\$8.38
Sanitation Driver (Seasonal)	GD-26						\$11.98
Truck Driver (Seasonal)	GD-26						\$11.98
Laborer I—Park Div. (Seasonal - Short)	GD-31					\$8.21	8.38
Fee Collector—Park Div. (Seasonal)							

Temporary employees will receive \$.60 per hour in addition to their regular rate of pay as set forth in this Addendum after completing 3,500 continuous hours of work in a temporary position covered by this Agreement.

**YES, YOU HAVE**

**RIGHTS!**

If you are called into a meeting with any management representative and have reason to believe that disciplinary action may result, read them your Weingarten rights...

**MY  
WEINGARTEN  
RIGHTS**

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative or steward be present at this meeting. Without representation, I choose not to answer any questions.

